STATEMENT OF WORK (SOW)

MINERAL TREE TO CALIBER INTEGRATION

MINERALTREE

Date: 6/22/2018

Version 5.0

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1. Introduction

1.1. Background

MineralTree is focused on enabling business to modernize their accounts payable workflow with their end to end automation solutions. MineralTree is looking to integrate their custom MineralTree AP automation application with Caliber with the goal of rapidly onboarding new clients. The goal of this integration will be to optimize the AP automation process between the MineralTree application and Caliber. Magic Software Enterprises, Inc. (MSE) is pleased to provide this SOW for an optimal integration for MineralTree.

1.2. Purpose

The purpose of this document is to record the project definition and system processes necessary to implement functionality described in the scope as understood from the customer by the Sales and Professional Services staff at Magic Software Enterprises, Inc. Ultimately, this document will:

 a. Establish a baseline agreement between the business and client IT stakeholders to ensure requirements and cost are clearly understood and effectively communicated.
 b. Serve as the basis from which a cost estimate will be submitted.

1.3. Intended Audience

This document is intended for the personnel at MineralTree and Magic Software Enterprises, Inc:

 a. MineralTree's business process owners and management involved in the project.
 b. MSE IT managers and project team members responsible for ensuring a successful project.
 c. Customer stakeholders including Executives and IT Managers responsible for approving the project request.

2. Project Scope

The scope of this project is to provide services and consultants to perform integration between MineralTree and Caliber.

3. Detailed Approach

3.1 Vendors will be synced between MineralTree and Caliber

Approach:

1) When a Vendor is created or updated in Caliber Magic xpc will create or update the vendor in MineralTree.
2) When a vendor is updated in MineralTree Magic xpc will update the vendor in Caliber.
3) Magic will develop a process using Magic xpc, along with the generic web services connectors for the MineralTree and Caliber web services.
4) An error handling process will be created.

Assumptions:

1) MineralTree will provide mappings between the MineralTree application and Caliber. It is understood that MineralTree will need assistance with this so additional efforts will be added to this statement of work to reflect this.
2) Magic xpc will sync the data in near real time. The specific time to be determined by MineralTree.
3) Assumes the number of fields to be mapped between customer/vendor objects will be fewer than fifty (50).

3.2 GL Accounts will be synced between MineralTree and Caliber

Approach:

1) When a GL account is created in CALIBER Magic xpc will create the GL account in MineralTree.
2) When an invoice (in the MineralTree post/pay step) is coded to a GL account Magic xpc will update the GL account in Caliber with the appropriate transaction data.
3) Magic will develop a process using Magic xpc, along with the generic web services connectors for the MineralTree and Caliber web services.
4) An error handling process will be created.

Assumptions:

1) MineralTree will provide mappings between the MineralTree application and Caliber. It is understood that MineralTree will need assistance with this so additional efforts will be added to this statement of work to reflect this.
2) Magic xpc will sync the data in near real time. The specific time to be determined by MineralTree.
3) Assumes the number of fields to be mapped between GL Accounts will be fewer than fifty (50).

3.3 Invoices will be synced between MineralTree and Caliber

Approach:

1) When an invoice is created or updated in Caliber Magic xpc will create or update the invoice MineralTree.
    a. When an open invoice is edited in Caliber Magic xpc will sync the edits to MineralTree.
    b. When an invoice is paid in Caliber Magic xpc will set the invoice status to paid in MineralTree.
    c. This will include cost center and payment terms data.
2) When an invoice is created or updated in MineralTree Magic xpc will create or update the invoice in Caliber.
    a. When a draft invoice is posted in MineralTree Magic xpc will sync the draft invoice to Caliber as an open (unpaid) invoice.
    b. When a posted invoice is edited in MineralTree Magic xpc will sync the edits to Caliber.
    c. When an invoice is paid in MineralTree Magic xpc will sync the transaction/payment in Caliber with payment details (to include but not be limited to the check number).
    d. This will include cost center and payment terms data.
3) Magic will develop a process using Magic xpc, along with the generic web services connectors for the MineralTree and Caliber web services.
4) An error handling process will be created.

Assumptions:

1) MineralTree will provide mappings between the MineralTree application and Caliber. It is understood that MineralTree will need assistance with this so additional efforts will be added to this statement of work to reflect this.
2) Magic xpc will sync the data in near real time. The specific time to be determined by MineralTree.
3) Assumes the number of fields to be mapped between Invoices will be fewer than fifty (50).

4. Deliverables

This project includes the primary deliverables as follows:

1) Integration of MineralTree and Caliber as described above.
2) Unit testing of the integration developed by MSE.
3) Support MineralTree during functional and User Acceptance Testing.
4) Project Documentation.
5) Production Implementation.
6) Go-Live Support limited to first 2 weeks after go-live to resolve any minor issues found with logic or data set.

5. Terms and Conditions

5.1. Project Assumptions

1) The integration project above will be based on the existing POC (customers and invoice integration) project. Development and requirements hours related to the vendor and invoice integrations above have been adjusted to reflect this.
2) MSE Technical Staff will have read and write access to all applications and network shares required for this implementation.
3) MineralTree will be responsible for any changes to the source and target applications, databases and installation required to complete the integration.
4) A single point of contact will be assigned at MineralTree for MSE.
5) All custom configurations required in the application environment to accommodate the integration strategies in section 3 will be performed by an application developer and be in place for use by MSE technical staff during the implementation process.
6) A MineralTree resource will be available to support the project in all phases from initial research through User Acceptance Test and Implementation and turn around MSE requests in a reasonable time. If at any time a response is causing a delay in the project, the MSE Project Manager will notify the MineralTree Project Sponsor.
7) This project is expected to last no more than eleven (11) weeks. If there are delays outside MSE's control, a COS will be required to cover the additional Project Management and Meeting times per each additional week required.
8) MSE Technical Staff will have access to the MineralTree application experts who are responsible for technically configuring and maintaining all of the applications detailed in section 3 above.
9) Initially MineralTree, and their customers, will be organizations with the Magic xpc multi-tenant iPaaS solution. See Service order for further details.
10) MineralTree will provide 7x24x365 access to their multi-tenant organization at least until the project is in production.
11) MineralTree will provide sample test data for unit testing by MSE.
12) User acceptance testing ("UAT") will be coordinated in conjunction with MineralTree's business development staff. MSE will support MineralTree during their UAT.

5.2. Out of Scope

1) All costs Mineral Tree and 3rd party applications
2) Any software licenses, including operating systems and databases.
3) Maintenance of third-party software.
4) Any effort or enhancements not specified in this Statement of Work.
5) Any support not related directly to the integration process.
6) Any changes to the project scope will require a written and authorized Change in Scope (COS).

6. Limited Warranty

6.1. Indemnity/Warranty

The maximum aggregate liability of MSE arising from or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, shall not exceed the total compensation paid by MineralTree to MSE under this Agreement.

IN NO EVENT SHALL MSE BE LIABLE TO MINERALTREE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF MSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

THE SERVICES PROVIDED TO MINERALTREE UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND WHATSOEVER. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, MSE DISCLAIMS ALL WARRANTIES ON ALL SERVICES FURNISHED HEREUNDER, INCLUDING, AND WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

MSE DOES NOT WARRANT OR GUARANTEE IN ANY FORM RESULTS AND/OR ACHIEVEMENTS OF MSE'S EFFORTS. IN NO EVENT SHALL MSE BE LIABLE FOR ANY DAMAGES CAUSED BY MINERALTREE FAILURE TO PERFORM ITS RESPONSIBILITIES OUTLINED IN THIS AGREEMENT.

6.2. Non-Solicitation of Employees

Otherwise than by agreement in writing, neither party will during this Agreement and for the 12 months after the termination of this Agreement, entice or solicit any of the other party's employees (or other party's sub-contractors) with a view to offering such employee employment.

7. Project Cost

7.1. Cost Model

- All work outlined in the scope of the SOW will be performed on a fixed price basis.
- Effort estimated is based on previous project experience.
- The prices are exclusive of any applicable taxes and are stated in US Dollars.
- MSE retains the right to change, substitute or add consultants at their discretion.
- MSE resources will work on this project remotely unless on-site visits are requested and pre-approved by MineralTree.
- Travel and lodging expenses are not included in the estimate and would be submitted to MineralTree for reimbursement if incurred.
- Payment terms are Net 30 from invoice date.
- All invoices due are not eligible for credit. All monies paid are non-refundable.

7.2. Cost & Billing Details

Description	Price
Integration Project Cost	$35,000.00
Partner Discount (10%)	-$3,500.00
Total	**$31,500.00**

Milestone	Timing	Amount
Contract Sign-Off (20%)		$6,300.00
Code in Section 3 released from MSE to MineralTree for UAT (40%)	8 – 9 weeks after contract sign-off	$12,600.00
User Acceptance Testing Completion (20%)	No later than 30 days after code delivery	$6,300.00
Production Implementation (20%)	No later than 60 days after code delivery	$6,300.00
Total		**$31,500.00**

8. Acceptance

By signing below, MineralTree approves the project as described herein.

Magic Software Enterprises, Inc.	MineralTree
24422 Avenida de la Carlota, Suite 365, Laguna Hills, CA 92653	125 Cambridgepark Drive, Cambridge MA 02140
Signature: *Cheryl Slinkard*	Signature: *BC Krishna*
Name: Cheryl Slinkard	Name BC Krishna
Title:	Title:
Date: 06/22/2018	Date: 06/22/2018

Signature Certificate

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